IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

WRIT PETITION LD.NO.72 OF 2005

M/s.Hindustan Lever Ltd. ...Petitioner.

Vs.

Hindustan Lever Employees Union &Ors..Respondents

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Mr.Mukul Rohatgi, Senior Advocate with Mr.Mitra Das and Ms.Ruby Singh Ahuja i/b. Ms.Vasanti Kundarfor the Petitioner.

Mr.K.K.Singhvi, Senior Advocate with Mrs.Meena Dhoshi for the Respondents Nos.1 and 2.

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CORAM : DR.D.Y.CHANDRACHUD, J.

27th January 2005.

P.C.:

Learned Counsel appearing on behalf of the Petitioner and the First and Second Respondents have arrived at the following consensual arrangement which shall govern the parties in so as the dispute in the present case is concerned:

(1) In so far the following seven allowances are concerned, namely, (i) Leave Travel Allowance; (ii) Conveyance allowance; (iii) Education allowance; (iv) Self development allowance; (v) Social security allowance; (vi) Attendance allowance; and (vii) Special allowance, which are the subject matter of the settlement dated 20th February 2003; the Petitioner agrees to allow benefits to the workmen in terms of the award of the Industrial Court with effect from 1st March 2003;

(2) In so far as the period between the raising of the Charter of Demands and 1st March 2003 is concerned, the Petitioner shall not, at this stage, be required to make any payment in respect of the aforesaid seven allowances to the workmen at this stage. This is, however, subject to the undertaking of the Petitioner, tendered through Counsel that the Petitioner shall, in the event of it being required to make any payment for the aforesaid period upon the disposal of the main petition challenging the validity of the Shivankar Award, make the payment at such rate of interest as may be awarded by the Court;

(3) The Petitioner agrees that in the meantime, no recoveries shall be effected from the workmen in terms of the Shivankar Award;

(4) In the event that any workman attains the age of superannuation during the pendency of the proceedings challenging the Shivankar Award before this Court, the Petitioner agrees to deposit the amount which is adjustable before this Court. The concerned employee will be entitled to withdraw the said amount subject to the filing of an undertaking that the employee shall bring back the amount if so directed by the Court at the time of the disposal of the main petitions challenging the Award;

(5) In view of the aforesaid arrangement which has been arrived at between the parties, the Respondent-Union does not press Complaints (ULP) 395 of 2004 and 403 of 2004, pending before the Industrial Court at Maharashtra.

(6) Complaints (ULP) 395 of 2004 and 403 of 2004 are dismissed as withdrawn without prejudice to the rights and contentions of the Union in the proceedings pending before this Court in respect of the challenge to the Shivankar Award;

(7) The disposal of the complaints shall, however, not be construed to be a final adjudication on the dispute, if any, in respect of three employees,Namely, Milind Lobo, Jitendra Dhulekar and S.S.Mirkar.

(8) The parties would be at liberty to urge all appropriate contentions in regard to the date with effect from which the aforesaid seven allowances have been or should be granted in the main proceedings which are pending in relation to the Shivankar Award.

By consent the impugned order of the Industrial Court shall accordingly stand modified in the terms mentioned hereinabove. Since no other point has been pressed in view of the aforesaid agreement between the parties, the Petition will stand disposed of. No costs.

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